

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

QBE AMERICAS, INC., d/b/a QBE NORTH
AMERICA,

Petitioner,

vs.

STEVEN ALLEN and GREGORY DEKKER,

Respondents.

Case No. 1:22-cv-00756

Hon. Jed S. Rakoff

TEMPORARY RESTRAINING ORDER

WHEREAS, Petitioner QBE AMERICAS, INC., d/b/a QBE NORTH AMERICA (“QBE” or “Petitioner”) commenced this Action on January 18, 2022, by filing a Petition, together with a proposed Order to Show Cause for a Temporary Restraining Order (“TRO”), seeking a Preliminary Injunction and Expedited Discovery in Aid of Arbitration ;

WHEREAS, at a Court conference on January 31, 2022 the Court directed Petitioner and Respondents Steven Allen (“Allen”) and Gregory Dekker (“Dekker”) (collectively, “Respondents”) to meet and confer in furtherance of reaching an interim agreement regarding the resolution of Plaintiff’s application for a TRO;

IT IS HEREBY ORDERED, pending the Court’s decision regarding Petitioner’s Motion for Preliminary Injunction , as follows:

1. Allen and Dekker, to the extent they/he, individually or collectively, possess documents alleged in the Petition to have been taken from QBE either by them or by Kristina

Orcutt or Kristina Mulligan, will not use, disclose, or share with any person or entity such documents, or any other QBE confidential information, in their possession;

2. Allen and Dekker will not directly, or indirectly through others (including through brokers/agents), (i) solicit any QBE aviation insurance policyholder whom or which has been a QBE policyholder since December 19, 2020; (ii) discourage any QBE aviation insurance policyholder from doing further business with QBE; and/or (iii) accept any business or account from any QBE aviation insurance policyholder whom or which has been a QBE policyholder since December 19, 2020.

3. Allen and Dekker will not, directly or indirectly through others, solicit QBE employees to join Applied or otherwise terminate their employment with QBE;

4. It is expressly understood and agreed that in entering into this stipulation, Defendants are not waiving any jurisdictional defenses.

5. Allen and Dekker shall produce to QBE, no later than February 9, 2022, documents (including, but not limited to, e-mails, text messages, and messages sent through any social media platform) reflecting communications between Allen and/or Dekker, on the one hand, and representatives and employees of Applied, on the other hand, sent or received from January 1, 2021 through and including December 19, 2021;

6. Petitioner shall post a bond of \$10,000 with the Clerk of the Court by 5:00 p.m. on Monday, February 7, 2022.

7. Nothing in this Stipulation shall be construed as an admission by any party, and further, nothing in this Stipulation shall be construed as waiving any claims or defenses of any party.

February 2, 2022

A handwritten signature in black ink, appearing to read "Jed S. Rakoff", is written over a horizontal line.

Jed S. Rakoff, U.S.D.J.